



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Bureau of Rail & Transit
May 24, 2016

REQUESTED ACTION

Authorize the Department of Transportation (NHDOT) to enter into an agreement with RLS & Associates, Inc. (Vendor # 248064), Dayton, Ohio, for an amount not to exceed \$57,818 for the revision and rewrite of the Statewide Coordination of Community Transportation Services Plan for New Hampshire effective upon Governor and Council approval through January 31, 2017 or six months from the notice to proceed date, whichever comes first. 100% Federal Funds.

Funding is available as follows:

04-96-96-964010-2916

Public Transportation

072-500575 Grants to Non-Profits-Federal

FY 2017

\$57,818

EXPLANATION

In March 2016, the Department released a request for proposal (RFP) for the revision and rewrite of the Statewide Coordination of Community Transportation Services Plan for New Hampshire. The State of NH developed the 2006 Statewide Coordination of Community Transportation Services Plan to implement statewide coordination of human service and community transportation. NH State Statute RSA 239-B created a Statewide Coordinating Council (SCC) that represents diverse groups in the transportation field. Members of the SCC represent state agencies, providers, consumers, planners and advocates. Significant portions of the 2006 statewide plan have been implemented, including the formation of the SCC and nine Regional Coordination Councils (RCCs), and implementation of new services and coordination efforts at the regional level using funding committed by the NHDOT. Other elements of the statewide plan have not been implemented given current fiscal and policy environments. Further implementation of the statewide plan has reached a crossroad and therefore a revised plan is needed.

The Department has available Federal Transit Administration (FTA) Section 5317 New Freedom program funds and has awarded funding to RLS & Associates, Inc. to develop a new statewide coordination plan as outlined in Exhibit D, Tasks 1 through 7 of the contract agreement which includes: a kickoff meeting; monthly status updates; review relevant plans, studies and other publications; assess existing coordinated transportation conditions; collect stakeholder feedback; proposed strategies to enhance transportation coordination, draft plan; final updated plan; and development FTA Section 5310 program guidance documents. The contract will begin upon notice to proceed following Governor and Council approval.

The Bureau of Rail & Transit released a request for proposal on March 9, 2016. Submission of final questions and requests for clarifications were due no later than March 21, 2016. A final addenda (answers to questions) was published on March 30, 2016 and the proposal submission deadline was April 12, 2016. Proposals were received from two firms, RLS & Associates Inc. and AECOM, Inc. Proposals were evaluated for responsiveness to the RFP by a review committee, which included staff from the NHDOT and representatives of the SCC that included: Patrick Herlihy, NHDOT; Shelley Winters, NHDOT; Fred Roberge, Easter Seals; Patricia Crocker, Upper Valley Lake Sunapee Planning Commission; Tim White, Southern NH Planning Commission; Michael Tardiff, Central NH Planning Commission; Bill Finn, Department of Education; Van Chesnut, Advance Transit and Matthew Watkins, Nashua Regional Planning Commission. The evaluation and scoring was based on technical merit and the criteria listed below.

Criteria		Points Available
1	Approach to the project, clarity of the proposal, and creativity and thoroughness in addressing the scope of work	20
2	Qualifications of the firm and the personnel to be assigned to this project	20
3	Demonstration of overall project understanding and insights into local conditions and potential issues	20
4	The experience of the consultant personnel working together as a team to complete similar projects	15
5	Knowledge of geographic project area	5
6	References	5
7	Submission of a complete proposal with the consultant's approach to the project containing all information, services, and requirements in this RFP	5
8	Quality of representative work sample; preferably, one that is similar to this project	5
9	Additional creative suggestions from the consultant firm	5
TOTAL		100

Members of the evaluation committee separately reviewed the proposals and met on April 19th to conduct consensus scoring of the proposals. The resultant ranking and consensus scoring was as follows:

1. RLS & Associates, Inc. Score: 84
2. AECOM, Inc. Score: 70

The evaluation committee's ranking and recommendation of RLS & Associates, has therefore been carried forward via this proposed agreement. Funding for this project includes \$57,818 of FTA Section 5317 New Freedom program funding (100% Federal).

In the event that Federal funds become unavailable, general funds will not be requested to support this program.

The contract has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to the Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



For Victoria F. Sheehan
Commissioner

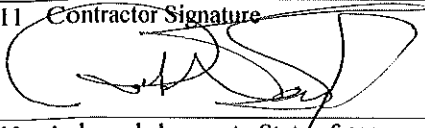
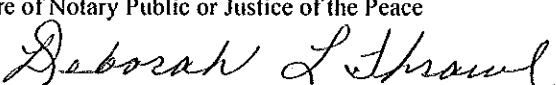
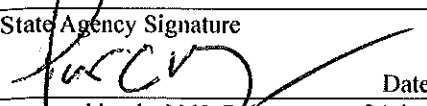
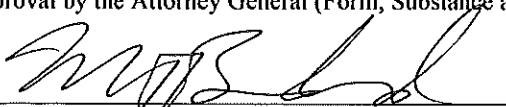
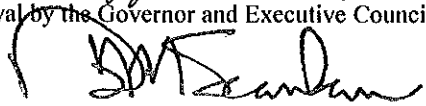
Attachments

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address 7 Hazen Drive, PO Box 483, Concord, NH 03302-0483	
1.3 Contractor Name RLS & Associates, Inc.		1.4 Contractor Address 3131 Dixie Hwy., Suite 545, Dayton, OH 45439	
1.5 Contractor Phone Number 937-299-5007	1.6 Account Number 04-96-96-964010-2916-072-500575	1.7 Completion Date January 31, 2017	1.8 Price Limitation \$57,818.00
1.9 Contracting Officer for State Agency Michelle Winters, Administrator, Bureau of Rail & Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robbie L. Sarles, President	
1.13 Acknowledgement: State of Ohio, County of Montgomery On May 20, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Deborah L. Thrawl, Notary Public			
1.14 State Agency Signature  Date: 5/23/16		1.15 Name and Title of State Agency Signatory Patricia C. Hervey, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/3/16			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: DEPUTY SECRETARY OF STATE JUN 29 2016			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBITS TO CONTRACT

EXHIBIT A Scope of Services

EXHIBIT B Budget

EXHIBIT C Special Provisions

EXHIBIT D Tasks 1 to 7

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

Federal Clauses submitted with Bid Proposal

EXHIBIT A

SCOPE OF SERVICE

RLS and Associates, Inc.

- A.1 The Contractor, RLS and Associates, Inc., will be responsible for revising and rewriting the Statewide Coordination of Community Transportation Services Plan for New Hampshire and evaluate and recommend a strategy for the State to further implement the plan.
- A.2 The Contractor is responsible for providing services as outlined in Exhibit D, Tasks 1 through 7, which includes: a kickoff meeting; monthly status updates; review relevant plans, studies and other publications; assess existing coordinated transportation conditions; collect stakeholder feedback; proposed strategies to enhance transportation coordination, draft plan; final updated plan; and development of an Section 5310 program manual and Section 5310 performance matrix.
 - The Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary for the satisfactory performance of the work outlined in Tasks 1 through 7. Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this contract.
- A.3 The Contractor may request to revise the Scope of Service as submitted in the Contractor's proposal submitted to the New Hampshire Department of Transportation, Bureau of Rail and Transit (hereinafter "NHDOT") and as summarized and included in Exhibit D. Any alterations to the Scope of Service shall be submitted in writing by the Contractor to the Commissioner for approval. Upon approval of the Commissioner, or her designee, the Contractor shall adjust the Scope of Service accordingly.
- A.4 At the sole discretion of the NHDOT Commissioner or her designee, the NHDOT may direct the Contractor to revise the Scope of Service, identified in Exhibit D, in order to address NHDOT priority tasks and ensure that a realistic plan and implementation plan is developed.
- A.5 The contract will be effective upon Governor and Council approval and the project will begin upon notice to proceed from the NHDOT. The project timeline will be completed within six (6) months from the notice to proceed or January 31, 2017, whichever comes first, unless terminated sooner as hereinafter provided.

EXHIBIT B

BUDGET

RLS and Associates, Inc.

- B.1 The Contract price, as defined in Section 1.8 of the General Provisions, is the Federal Transit Administration (FTA) Section 5317 New Freedom portion of the eligible project costs. Federal funds are granted as follows:

Tasks	Total
Task 1: Kickoff Meeting / Monthly Status Updates	\$4,004
Task 2: Review Relevant Plans, Studies and Other Publications	\$1,933
Task 3: Assess Existing Coordinated Transportation	\$5,364
Task 4: Collect Stakeholder Feedback / Mid-Project Report	\$25,755
Task 5: Proposed Strategies / Funding Review / Draft Final Plan	\$3,886
Task 6: Present Plan / Produce Final Plan	\$8,819
Task 7: Development of FTA Section 5310 Manuals & Supplemental Materials	\$8,057
TOTAL	\$57,818

- B.2 The Contractor may seek reimbursement for budgeted funds by submitting an invoice to NHDOT for all completed work. Reimbursement will be 100% of the total eligible expenses. Expenditures incurred during the contract period must be submitted within three months after the contract completion date, except in highly unusual circumstances to be determined by the NHDOT.
- B.3 Not less than fourteen days prior to the submission of the Contractor's first request to the NHDOT for FTA Section 5317 reimbursement, the Contractor shall submit to the NHDOT a detailed budget incorporating all funds to be expended in the provision of services pursuant to this contract. Budget revisions may be made, with written approval of the NHDOT Commissioner, to transfer funds between Tasks identified in Section B.1.
- B.4 At the sole discretion of the NHDOT Commissioner or her designee, the NHDOT may direct the Contractor to transfer funds between Tasks, identified in Section B.1., in order to address NHDOT priority tasks that may emerge during the course of the contract.

EXHIBIT C
SPECIAL PROVISIONS

There are no modifications, deletions, or additions to the General Provisions in the Form P-37.

EXHIBIT D

Tasks 1 – 7

Task 1 - Kickoff Meeting

RLS & Associates, NHDOT, State Coordinating Council (SCC) and Project Advisory Committee

- ♦ Review and refine the scope of services to ensure that all parties are thoroughly familiar with the scope of services and the consultant's approach to executing the work program
- ♦ Review the overall timeline and schedule of deliverables
- ♦ Review the schedule of proposed coordination meetings throughout the state
- ♦ Review the overall project timeline

TASK 2 – REVIEW RELEVANT PLANS, STUDIES, AND OTHER PUBLICATIONS

TASK 3 – ASSESS EXISTING COORDINATED TRANSPORTATION CONDITIONS

Subtask 3.1: Assess State Level and Regional Coordination Structures

Subtask 3.2: Assess General Availability of Community Transportation Service

RLS will collect the following information:

- ♦ Geographic service area
- ♦ Hours/days of service
- ♦ Ridership
- ♦ Assets (Facilities and Vehicles)
- ♦ Revenues/expenses
- ♦ Funding sources

Subtask 3.3: Analyze Demographic and Economic Trends

RLS will document:

- ♦ Age distribution of the population, with particular emphasis on persons age 60 years of age or greater
- ♦ Income and poverty, specifically median income and persons below the poverty level by age cohort
- ♦ Disability, including the total for the state and also totals broken down by disability type and by age
- ♦ Zero vehicle households
- ♦ Substance abuse trends and treatment centers

TASK 4 – COLLECT STAKEHOLDER FEEDBACK

Subtask 4.1: On-Site Meetings with State Coordinating Council (SCC) Leadership

Conduct in-depth interviews with the SCC Leadership to gain the following info:

- ♦ SCC role in statewide coordination efforts
- ♦ Goals of the coordination effort
- ♦ Coordination successes since the SCC was formed
- ♦ Challenges to coordination at the state and regional level
- ♦ Perceived barriers to coordination in New Hampshire
- ♦ SCC's role with NHDOT
- ♦ SCC's level of authority over Regional Coordination Council (RCC)
- ♦ Individual SCC council member duties
- ♦ Opportunities for improvement to SCC

Subtask 4.2: On-Site Meetings with State Agencies

Conduct in-depth interviews with questions relating to:

- ♦ Programs and grants administered by the State and Federal departments that fund passenger/client transportation services
- ♦ Transportation-related expenditure;
- ♦ Allowable transportation trip purposes
- ♦ Client eligibility standards
- ♦ Reimbursement rate/Federal and state participation ratios
- ♦ Transportation and other rules
- ♦ Reporting requirements
- ♦ Coordination requirements, if any
- ♦ Current coordination assessments, if any
- ♦ Agency policies/perceptions regarding transportation coordination
- ♦ Agency identified barriers/obstacles to coordination

Subtask 4.3: On-site Meetings with NH Department of Health and Human Services (DHHS) and Medicaid Transportation Brokers

Conduct interviews targeted to reveal:

- ♦ The current role of DHHS (BEAS Title III(b)) and Medicaid Brokers in New Hampshire's coordinated transportation service
- ♦ The current network of BEAS and Medicaid transportation providers
- ♦ Obstacles within the existing coordinated transportation structure which prevent the Department's and the broker's participation
- ♦ Realistic incentives to encourage participation

Subtask 4.4: Stakeholder and Partnership Input at the Regional Level

Conduct an on-line survey developed specifically for organizations and those that serve groups of potentially transportation-disadvantaged individuals

- ♦ Agency/Organization/Business structure
- ♦ Client transportation services provided
- ♦ Client transportation services purchased
- ♦ Transportation-related expenditures
- ♦ Allowable transportation trip purposes
- ♦ Client eligibility standards
- ♦ Number of clients served by agency
- ♦ Number of clients served with transportation needs
- ♦ Number of clients with unmet transportation needs
- ♦ Funding sources to support transportation
- ♦ Cost of service to client
- ♦ Transportation and other rules
- ♦ Reporting requirements
- ♦ Coordination requirements, if any
- ♦ Current coordination assessments, if any
- ♦ Agency policies/perceptions regarding transportation coordination
- ♦ Agency identified barriers/obstacles to coordination

Telephone interviews with the leading organizations within each RCC to investigate:

- ♦ Level of agency participation at the regional level
- ♦ Relationship with RPC
- ♦ RCC influence or level of authority to determine Section 5310 coordination grant awards

Subtask 4.5: Collect & Evaluate Comments to Inform the Drafting of a New Statewide Plan

Community needs assessment survey to include questions to ascertain:

- ♦ Individual perception of available transportation resources
- ♦ Individual transportation needs
- ♦ Unmet transportation needs

- ◆ Ability/Willingness to pay for transportation service
- ◆ Challenges to accessing available transportation resources

TASK 5 – PROPOSED STRATEGIES TO ENHANCE TRANSPORTATION COORDINATION

Development of strategies to address each identified area

- ◆ All assumptions incorporated into the strategy
- ◆ How the option addresses a key shortcoming in current policy, administration, or service delivery
- ◆ The expected benefits to be gained from implementation
- ◆ Institutional changes and impacts at the both the state and local level
- ◆ Potential obstacles to implementation
- ◆ Whether the strategy contains major paradigm shifts in the political, bureaucratic and economic arenas with respect to coordinated transportation
- ◆ Projected costs/revenues of the solution, including:
 - Funding constraints on current funding sources
 - Potential limitations on other prospective sources of (as yet untapped) local, private, and non-traditional funding
- ◆ An assessment of the benefit/costs for each solution, addressing:
 - State level actions
 - Local level actions
 - Consumers;
- ◆ Summary comparison of all options to each other and the status quo (baseline)
- ◆ Consistency with policy objectives with other statewide long-range plans
- ◆ Projected implementation timeframe
- ◆ Assessment of the sustainability of the solution over a 10-20 year horizon that reflects ongoing demographic and economic forecasts for the State of New Hampshire

Subtask 5.1: Proposed Strategies

Ongoing role of SCC, RCC, Regional Planning Commissions (RPC) and NHDOT

Examples of strategies might include:

- ◆ Establishing SCC authority for oversight of the RCCs
- ◆ Require SCC approval of RPC coordination grant funding determinations
- ◆ Establish a SCC role in evaluation of NHDOT Section 5310 capital equipment grants

Most Effective use of FTA funds

Strategies to address issues at the state level:

- ◆ Develop performance standard and a performance matrix reflective of the many different service delivery methods and service area populations
- ◆ Implement performance based funding allocations with credits for effective coordination efforts that meet or exceed the goal performance standard established in the state matrix
- ◆ Develop statewide policy templates that meet state and Federal compliance requirements and can be customized by individual agencies, such as:
 - Procurement
 - Title VI
 - Conflict of interest
 - Model purchase of service contracts
 - Billing and reporting formats
 - Techniques for cost allocation in a coordinated transit system
 - Model customer service policies for coordinated system
- ◆ Develop consistent transportation service definition terminology among state agencies.

- ♦ Provide statewide training opportunities on topic areas that are critical to the ongoing success of an agency such as:

- Succession planning and board training
- Guidance on risk management issues

NH DHHS and Other State Agency Participation in Coordination

Strategies to Engage Non-Profits and For Profits

Strategies to Expand Base Service Levels in Underserved Areas of the State

Subtask 5.2: Review of Section 5310 RCC Formula Fund

TASK 6 – PRESENT DRAFT FINAL PLAN AND PRODUCE FINAL STATEWIDE COORDINATION OF COMMUNITY TRANSPORTATION PLAN

TASK 7 – DEVELOPMENT OF FTA SECTION 5310 MANUALS & SUPPLEMENTAL MATERIALS

Section 5310 Program Manual

Section 5310 Performance Matrix